

**EBSCO Publishing, 10 Estes Street, Ipswich, MA 01938 USA,  
being a division of EBSCO Casias, Inc.,**

-and-

**Russian National Public Library for Science and Technology**

**EBSCO DATABASE LICENCE AGREEMENT CASC 2019**

THIS AGREEMENT is made on

**BETWEEN: EBSCO Publishing, whose registered office is at 10 Estes Street, Ipswich, MA 01938 USA ("Publisher").**

**AND Russian National Public Library for Science and Technology, a body incorporated under the law of Russian Federation and whose principle place of business is 3<sup>rd</sup> Khoroshevskaya str. 17, Moscow, 123298 Russian Federation ("Licensee")**

**RECITALS**

**WHEREAS** the Publisher holds the rights granted under this Licence;

**AND WHEREAS** The Licensee is the executor providing access of Authorized Institutions (Russian Institutions) to EBSCO DATABASE as attached hereto in Schedule 3.

**AND WHEREAS** the parties are desirous of reaching agreement to make access to the EBSCO DATABASE available to Authorised users of Authorised institutions.

**IT IS AGREED AS FOLLOWS**

**1. DEFINITIONS**

1.1 In this Agreement, the following terms shall have the following meanings:

"Acceptance of Sub-Licence Form" means the form as attached to the Sub-Licence Agreement.

"Authorised Institution" means an Institution that has completed the Acceptance of Sub-Licence Form attached to the Sub-Licence Agreement, for as long as such agreement remains in effect.

"Authorised Users" means a current member of staff of the Licensee; individuals who are authorised by an Authorised Institution to access the Authorised Institution's information services whether from a computer or terminal on the Authorised Institution's Secure Network, or off site via a modem link to a valid IP address on the Authorised Institution's Secure Network and who are affiliated to the Authorised Institution as a current student, faculty member or employee of the Authorised Institution or a contractor of the Authorised Institution; or an individual holding a valid library membership card and pin number issued by the Authorised Institution. Persons who are not a current student, faculty member or an employee of the Authorised Institution, but who are permitted to access the Secure Network from computer terminals or otherwise within the physical premises of the Authorised Institution. ["Walk-In Users"] are also deemed to be Authorised

Users, only for the time they are within the physical premises of the Authorised Institution. Walk-In Users may not be given means to access the EBSCO DATABASE when they are not within the physical premises of the Authorised Institution. For the avoidance of doubt, Walk-In Users may be given access to the EBSCO DATABASE by any wireless Secure Network. Walk-In Users are not allowed off-site access to the EBSCO DATABASE.

- "Commercial Use" means use of the EBSCO DATABASE for the purpose of monetary reward (whether by or for Licensee or an Authorised User) by means of the sale, resale, loan, transfer, hire or other form of exploitation of the EBSCO DATABASE. For the avoidance of doubt, neither the recovery of direct cost by Licensee from Authorised Users, nor use by Licensee or Authorised Users of the Licensed Work in the course of research funded by a commercial organization is deemed to constitute Commercial Use.
- "Educational Purposes" means for the purpose of education, teaching, non-commercial distance learning, private study or research.
- "Fee" means the fee set out in Schedule 1 hereto or in new Schedules to this Agreement which can be agreed by the parties from time to time. The fee shall be in line with any offer negotiated and agreed between the parties.
- "Institution" means an educational or research institution or any other institution located in Russia, for which the Licensee may provide support and/or services by law or under contract from time to time.
- "EBSCO DATABASE" means database listed in Schedule 2 or in new Schedules to this Licence that may be agreed by the parties from time to time.
- "Library Premises" means the physical premises of the library or libraries operated by an Authorised Institution.
- "Secure Network" means a network (whether a stand alone network or a virtual network within the Internet) which is only accessible to Authorised Users whose identities are authenticated by the Authorised Institution at the time of log-in and periodically thereafter consistent with current best practice and whose conduct is subject to regulation by the Authorised Institution. A cache server or other server or network which can be accessed by unauthorised users is not a Secure Network for these purposes.
- "Sub-Licence Agreement" means such sub-licence as may from time to time be granted by the Licensee to Institutions for accessing the EBSCO DATABASE in the form as set out in Schedule 4.

1.2 Headings contained in this Agreement are for reference purposes only and shall not be deemed to be an indication of the meaning of the clause to which they relate.

1.3 Where the context so implies, words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.

- 1.4 Parts of the text of this Agreement is shown in English and Russian. In the event of any question of interpretation or any conflict of meaning of such parts of the Agreement, the text in English will prevail.

## **2. AGREEMENT**

- 2.1 The Publisher agrees to provide access to and allow the use of the EBSCO DATABASE under the terms as set out in Schedule 4 and the Licensee agrees to sub-license the use of the EBSCO DATABASE to Institutions under the terms of this Agreement in consideration of the Fee to be paid to the Publisher in accordance with the provisions of Article 8 "PAYMENT" and in consideration of the Fee allocated by the Licensee from the budget of State Contract.

## **3. GRANT OF LICENCE**

- 3.1 The Publisher hereby grants to the Licensee a non-exclusive licence to access and use the EBSCO DATABASE, in accordance with terms of the Sub-Licence Agreement as attached hereto in Schedule 4, and the right to the Licensee to grant to any Authorized Institution which has signed the Acceptance of Sub-Licence Form a sub-licence to access and use the EBSCO DATABASE in accordance with the Sub-Licence Agreement as attached hereto in Schedule 4.
- 3.2 The Licensee agrees to only grant licenses to access and use the EBSCO DATABASE to Authorised Institutions in accordance with the Sub-Licence Agreement as attached hereto in Schedule 4.
- 3.3 The Sub-Licence Agreement will allow access and use of the EBSCO DATABASE by Authorised Users throughout the term of such Agreement by means of a Secure Network and for Educational Purposes only.

## **4. RESPONSIBILITIES OF THE PUBLISHER**

The Publisher shall:

- 4.1 provide access and allow use of the EBSCO DATABASE in accordance with the provisions as laid down in the Sub-Licence Agreement as attached hereto in Schedule 4;
- 4.2 make the EBSCO DATABASE available to the Authorised Institutions either from the Publisher's server or the server of a third party in the format and time schedule specified in Schedule 2;
- 4.3 provide for customer support services to Authorised Institutions and to their Authorised Users via e-mail or phone, including answering e-mail inquiries relating to the use, functionality and content of the EBSCO DATABASE;
- 4.4 provide electronic product documentation free of charge. The Publisher allows copies of all documentation to be made and distributed to Authorised Institutions provided it is either duplicated in full, or a proper ownership acknowledgement is included;
- 4.5 make available to the Licensee COUNTER-compliant usage statistics on a daily basis; and
- 4.6 use all reasonable efforts to meet the Open URL Standard ([www.niso.org](http://www.niso.org)) to ensure that Authorised Users can discover the EBSCO DATABASE;
- 4.7 use all reasonable efforts to meet the W3C standards ([www.W3.org](http://www.W3.org)) to ensure that the EBSCO DATABASE is accessible to all Authorised Users;
- 4.8 Provide the Licensee with full details of the EBSCO DATABASE in accordance with the most current KBART standard including but not limited to:

Title  
Print Identifier (P-ISSN, P-ISBN)  
Online Identifier (E-ISSN, E-ISBN)  
Coverage Begin (MM-DD-YYYY)

Coverage End (MM-DD-YYYY)  
Embargo (months)  
Access Type (Free - Paid)

- 4.9 Publisher hereby grants to Licensee a non-exclusive right and license to mount electronic files on Secure Network of Licensee and to use the EBSCO DATABASEs and to provide the EBSCO DATABASEs to Authorized Users (hereinafter collectively referred to as "Licensee").

## **5. RESPONSIBILITIES OF THE LICENSEE**

The Licensee shall:

- 5.1 use all reasonable efforts to ensure that the Authorised Institutions comply with the terms of the Sub-Licence Agreement. The Licensee will immediately on becoming aware of any unauthorised use or other breach notify the Publisher and take all reasonable steps to ensure that such activity ceases and to prevent any recurrence;
- 5.2 promote and publicise the availability of the EBSCO DATABASEs to the Institutions;
- 5.3 require from those Institutions that wish to enter into a Sub-Licence Agreement to return to the Licensee or to a subscription agent appointed by the Licensee the Acceptance of Sub-Licence Form, duly completed and signed by the Institution;
- 5.4 promptly pass the details of such Institution to the Publisher and provide a copy of such signed agreement to the Publisher;
- 5.5 require the Authorised Institutions to provide lists of IP addresses to the Publisher and update those lists on a regular basis the frequency of which will be agreed by the parties from time to time.
- 5.6 in the event of expiration or termination, Licensee may retain indefinitely materials delivered to it prior to termination of this agreement provided that Licensee continue to observe its obligations with respect to security and restrictions on use.

## **6. USAGE DATA**

- 6.1 The Publisher will provide usage data that conforms to the COUNTER Code of Practice. The Publisher and the Licensee shall be permitted or are permitted to enable a third party on its behalf to collect and distribute to Authorised Institutions and/or to the Licensee the data on the database usage by the Authorized Users. Such usage data shall be compiled in a manner consistent with the applicable privacy and data protection laws that may from time to time apply to the parties.

## **7. SECURITY**

- 7.1 Access to the EBSCO DATABASE by Authorised Institutions and the Licensee is only permitted by means of a Secure Network and will be controlled through the use of IP addresses and/or passwords or by such other means as may be agreed by the parties from time to time.

## **8. PAYMENT**

- 8.1 The fees related to EBSCO DATABASE are listed in Schedule 1.
- 8.2 The Publisher will invoice the Licensee for the Fee payable and due at the address set out below:

Russian National Public Library for Science and Technology,  
3<sup>rd</sup> Khoroshevskaya str. 17, Moscow, 123298 Russia  
Attn. Yakov Shrayberg, Director General

## **9. TERM AND TERMINATION**

- 9.1 The term of this Agreement will be applicable to the relations between the parties arising from January 1st, 2019, will commence at the date of signature and will remain in full force and effect until December 31, 2019 unless terminated earlier as provided for in this Clause 9.
- 9.2 Any party may terminate this Agreement at any time on the material or persistent breach by the other of any obligation on its part under this Agreement by serving a written notice on the other identifying the nature of the breach. The termination will become effective thirty days after receipt of the written notice unless during the relevant period of thirty (30) days the defaulting party remedies the breach forthwith by written notice to the other party.
- 9.3 Upon termination of this Agreement by the Publisher due to a material or persistent breach by the Licensee, the Publisher shall cease to authorise all on-line access to the EBSCO DATABASEs by Authorised Institutions and Authorised Users. All rights under this Agreement and the Sub-Licence Agreement will be automatically terminated, except for such rights of action as will have accrued prior to such termination and any obligation which expressly or impliedly continue in force after such termination.
- 9.4 Upon termination of this Agreement by the Licensee due to a material or persistent breach by the Publisher, the Publisher will reimburse the Licensee a pro rata proportion of the then remaining Fee for the unexpired period of this Agreement.

## **10. ACKNOWLEDGEMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

- 10.1 Except as provided for in Clause 10.1, the Licensee acknowledges that all copyrights, patent rights, trademarks, database rights, trade secrets and other intellectual property rights relating to the EBSCO DATABASE, are the property of the Publisher or duly licensed to the Publisher and that this Agreement does not assign or transfer to the Licensee any right, title or interest therein except for the right to use the EBSCO DATABASE in accordance with the terms and conditions of this Agreement.

## **11. REPRESENTATION, WARRANTIES AND INDEMNIFICATION**

- 11.1 The Publisher warrants to the Licensee that it is entitled to grant the licence in this Agreement and that the use of the EBSCO DATABASE as contemplated in this Agreement and the Sub-Licence Agreement will not infringe any copyright or other proprietary or intellectual property rights of any natural or legal person. The Publisher agrees that the Licensee shall have no liability and the Publisher will indemnify, defend and hold the Licensee harmless against any and all direct damages, liabilities, claims, causes of action, attorneys' fees and costs incurred by the Licensee or Authorised Institutions in defending against any third party claim of intellectual property rights infringements or threats of claims thereof with respect of the Licensee's and Authorised Institution's use of the EBSCO DATABASE, provided that: (1) the use of the EBSCO DATABASE has been in full compliance with the terms and conditions of this Agreement and the Sub-Licence Agreement; (2) the Licensee and Authorised Institution(s) provide the Publisher with prompt notice of any such claim or threat of claim; (3) the Licensee co-operates fully with the Publisher in the defence or settlement of such claim; and (4) the Publisher has sole and complete control over the defence or settlement of such claim.
- 11.2 The Publisher reserves the right to change the content, presentation, user facilities or availability of parts of the EBSCO DATABASE and to make changes in any software used to make the EBSCO DATABASE available at their sole discretion. The Publisher will notify the Authorised Institutions of any substantial change to the EBSCO DATABASE.

- 11.3 While the Publisher has no reason to believe That there are any inaccuracies or defects in the information contained in the EBSCO DATABASE, the Publisher makes no representation and gives no warranty express or implied with regard to the information contained in or any part of the EBSCO DATABASE including (without limitation) the fitness of such information or part for any purposes whatsoever and the Publisher accepts no liability for loss suffered or incurred by the Authorised Institutions or Authorised Users as a result of their reliance on the EBSCO DATABASE.
- 11.4 In no circumstances will the Publisher be liable to the Licensee for any loss resulting from a cause over which the Publisher does not have direct control, including but not limited to failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, unauthorised access, theft, or operator errors.
- 11.5 The Licensee agrees to notify the Publisher immediately and provide full particulars in the event that it becomes aware of any actual or threatened claims by any third party in connection with any works contained in the EBSCO DATABASE. It is expressly agreed that upon such notification, or if the Publisher becomes aware of such a claim from other sources, the Publisher may remove such work(s) from the EBSCO DATABASE. Failure to report knowledge of any actual or threatened claim by any third party shall be deemed a material breach of this Agreement.
- 11.6 Nothing in this Agreement shall make the Licensee liable for breach of the terms of this Agreement by any Authorised Institution or Authorised User provided that the Licensee did not cause, knowingly assist or condone the continuation of such breach after becoming aware of an actual breach having occurred.
- 11.7 The Licensee shall cause for Authorised Institutions to undertake to the Publisher that the Institution's computer system through which EBSCO DATABASE will be used is configured, and procedures are in place, to prohibit access to the EBSCO DATABASE by any person other than an Authorised User, that it shall inform the Authorised Users about the conditions of use of the EBSCO DATABASE, and that during the term of this Agreement, Authorised Institutions will continue to make best efforts to bar non-permitted access and to convey appropriate use information to its Authorised Users.

## **12. FORCE MAJEURE**

- 12.1 Either party's failure to perform any term or condition of this Agreement as result of circumstances beyond the control of the relevant party (including without limitation, war, strikes, flood, governmental restrictions, and power, telecommunications or Internet failures or damages to or destruction of any network facilities) ["Force Majeure"] shall not be deemed to be, or to give rise to, a breach of this Agreement.
- 12.2 If either party to this Agreement is prevented or delayed in the performance of any of its obligations under this Agreement by Force Majeure and if such party gives written notice thereof to the other party specifying the matters constituting Force Majeure together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue, then the party in question shall be excused the performance or the punctual performance as the case may be as from the date of such notice for so long as such cause of prevention or delay shall continue.

## **13. ASSIGNMENT**

- 13.1 Save as permitted for under this Agreement, neither this Agreement nor any of the rights under it may be assigned by either party without obtaining the prior written consent of the other party. All the terms of this Agreement will be binding upon any permitted successor to any party.

## **14. GOVERNING LAW AND DISPUTE RESOLUTION**

- 14.1 This Agreement shall be governed by and construed in accordance with United States law and the parties irrevocably agree that any dispute arising out of or in connection with this Agreement will be subject to and within the jurisdiction of the English courts.
- 14.2 Where the parties agree that a dispute arising out of or in connection with this Agreement would best be resolved by the decision of an expert, they will agree upon the nature of the expert required and together appoint a suitable expert by agreement.
- 14.3 Any person to whom a reference is made under Clause 14.2 shall act as expert and not as an arbitrator and his decision (which shall be given by him in writing and shall state the reasons for his decision) shall be final and binding on the parties except in the case of manifest error or fraud.
- 14.4 Each party shall provide the expert with such information and documentation as he may reasonably require for the purposes of his decision.
- 14.5 The costs of the expert shall be borne by the parties in such proportions as the expert may determine to be fair and reasonable in all circumstances or, if no determination is made by the expert, by the parties in equal proportions.

## 15. NOTICES

- 15.1 All notices required to be given under this Agreement shall be given in writing in English and sent by electronic mail, fax or first class registered or recorded delivery to the relevant addressee at its address set out below, or to such other address as may be notified by either party to the other from time to time under this Agreement, and all such notices shall be deemed to have been received (a) 24 hours after successful transmission in the case of electronic mail or fax; (b) fourteen (14) days after the date of posting in the case of first class registered or recorded delivery:

if to the Licensee: Russian National Public Library for Science and Technology,  
3<sup>rd</sup> Khoroshevskaya str. 17, Moscow, 123238 Russia  
Tatiana Lyasnikova, Department of National subscription,  
Tel. +7-495- 6989330  
Email: [tv1@gpntb.ru](mailto:tv1@gpntb.ru)

if to the Publisher: Paul Donovan,  
10, Estes Street, Ipswich, MA 01938 USA  
phone 1-978-356-6500, fax 1-978-356-5640  
[pdonovan@epnet.com](mailto:pdonovan@epnet.com)

## 16. GENERAL

- 16.1 This Agreement and its Schedules constitute the entire agreement between the parties relating to the EBSCO DATABASE and supersede all prior communications, understandings and agreements (whether written or oral) relating to its subject matter and may not be amended or modified except by agreement of both parties in writing.
- 16.2 The Schedules shall have the same force and effect as if expressly set in the body of this Agreement and any reference to this Agreement shall include the Schedules.
- 16.3 No provision in this Agreement is intended to be enforceable by a person who is not a party to this Agreement.
- 16.4 The invalidity or unenforceability of any provision of this Agreement shall not affect the continuation in force of the remainder of this Agreement.
- 16.5 The rights of the parties arising under this Agreement shall not be waived except in writing. Any waiver of any of a party's rights under this Agreement or of any breach of this Agreement by the other party shall not be construed as a waiver of any other rights or of any other or further breach. Failure by either party to exercise or enforce any rights conferred

upon it by this Agreement shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

IN WITNESS the hands of the above parties on the date first above written:

SIGNED by:



\_\_\_\_\_/ Vojislav Milovanovic/  
Sales Director, Central, Eastern & Southeast Europe  
(Stamp)

for and on behalf of  
**EBSCO Publishing**

SIGNED by:



Director General

\_\_\_\_\_/ Yakov Shrayberg/

for and on behalf of Licensee

21.08.2019



## **SCHEDULE 1: FEE**

1. Cost of a non-exclusive License to access and use EBSCO DATABASE for the period from January 1, 2019 till December 31, 2019
2. Access is to be set as follows:
  - Licensee provides Publisher with a list of Authorized Institutions in Schedule 3 hereto with the info on IP numbers;
  - Publisher provides access to the EBSCO DATABASE for the Authorized Institutions;
  - Licensee pays to the Publisher the Fee of the access to the EBSCO DATABASE during the term of the Agreement;
3. Once during the term of the Agreement a few Authorized Institutions can be changed for the new ones in the List of Authorized Institutions set force in Schedule 3 free of charge.
4. Access to new Authorized Institutions is to be set as follows:
  - Licensee provides Publisher with a list of excluded and new Authorized Institutions with the contact info, and the IP numbers of new Authorized Institutions
  - Publisher cuts access to the EBSCO DATABASE for the excluded Authorized Institutions and opens access to the EBSCO DATABASE for the new Authorized Institutions
5. Licensee can collect Fee from Authorized Institutions, Ministries and other funds.
6. Licensee shall pay the bank costs in Russia and the costs abroad shall be paid by the Publisher.
7. The parties establish the following terms of payment: The 100% advanced payment of fee is due and payable within 30 days of receipt of an invoice for the fee from Publisher.
8. Licensee may pay the cost for nonexclusive Licence in parts.
9. Bank details of Publisher:

Wells Fargo Bank, NA  
420 Montgomery Street, San Francisco CA 94104  
ABA Wire Routing # 121000248  
ABA ACH Routing # 111015159  
Swift # WFBIUS6S  
EBSCO Publishing Inc. Account # 2000028313382
10. Bank details of Licensee:

UFK for Moscow (Federal Treasury Department for the city of Moscow)  
(Russian National Public Library for Science and Technology)  
Acc. 21736X58620,  
The Main Branch of the Bank of Russia for the Central Federal District  
Beneficiary account: 40501810845252000079

## **SCHEDULE 2: EBSCO DATABASE**

The databases, which are in online access: **CASC**

### SCHEDULE 3: AUTHORIZED INSTITUTIONS

1. For the period **from January 1, 2019 till June 30, 2019** the access is to be granted to 48 Authorized Institutions.

##	Name of the Institution
1.	Bashkir State University
2.	Belgorod State National Research University
3.	Belgorod State Technological University named after V.G.Shoukhov
4.	Library for Natural Sciences of RAS
5.	Russian Academy of Sciences Library
6.	Bratsk state university
7.	Volgograd State Technical University
8.	Voronezh State University
9.	Russian National Public Library for Science and Technology
10.	Far Eastern Federal University
11.	Institute of Automation and Control Processes Far Eastern Branch of the Russian Academy of Sciences
12.	Institute of Computational Mathematics and Mathematical Geophysics of Siberian Branch of Russian Academy of Sciences
13.	Marchuk Institute of Numerical Mathematics
14.	A.A. Baikov Institute of Metallurgy and Material Science RAS
15.	Ailamazyan Program Systems Institute of Russian Academy of Sciences
16.	Ivannikov Institute for System Programming of the Russian Academy of Sciences
17.	Khristianovich Institute of Theoretical and Applied Mechanics SB RAS
18.	Kazan Federal University
19.	Moscow Aviation Institute (National Research University)
20.	Moscow State University of Civil Engineering
21.	Tomsk Polytechnic University
22.	National Research University Higher School of Economics
23.	National Research University "Moscow Power Engineering Institute"
24.	National Research Nuclear University "MEPhi"(Moscow Engineering Physics Institute)
25.	Novosibirsk State Technical University, NSTU
26.	Novosibirsk State University
27.	Perm National Research Politechnic University
28.	Russian Presidential Academy of National Economy and Public Administration (RANEPA)
29.	Russian State Library
30.	Samara National Research University
31.	St Petersburg State University
32.	Saint Petersburg Electrotechnical University
33.	Saint-Petersburg National Research University of Information Technologies, Mechanics and Optics
34.	Yuri Gagarin State Technical University of Saratov
35.	North Eastern Federal University

36.	Siberian Federal University (SibFU)
37.	Tomsk State University of Control Systems and Radioelectronics
38.	Ulyanovsk State University
39.	Ural Federal University
40.	Ufa State Aviation Technical University
41.	Ufa State Petroleum Technological University
42.	Federal Research Center Institute of Applied Physics of the Russian Academy of Science
43.	Federal Research Center "Krasnoyarsk Science Center" of the Siberian Branch of the Russian Academy of Sciences
44.	Federal Research Center The Southern Scientific Centre of the Russian Academy of Sciences
45.	Federal Scientific Research Centre "Crystallography and Photonics" of Russian Academy of Sciences
46.	Central Scientific Library of the Urals Branch of the Russian Academy of Sciences
47.	Platov South-Russian State Polytechnic University (NPI)
48.	Southern Federal University

2. For the period **from July 1, 2019 till December 31, 2019** the access is to be granted to 44 Authorized Institutions.

##	Name of the Institution
1.	Library for Natural Sciences of RAS
2.	Voronezh State University
3.	Russian National Public Library for Science and Technology
4.	State Public Technological Library of the Siberian Branch, Russian Academy of Sciences
5.	Far Eastern Federal University
6.	Institute of Automation and Control Processes Far Eastern Branch of the Russian Academy of Sciences
7.	Institute of Computational Mathematics and Mathematical Geophysics of Siberian Branch of Russian Academy of Sciences
8.	Marchuk Institute of Numerical Mathematics
9.	Ivannikov Institute for System Programming of the Russian Academy of Sciences
10.	Kazan Federal University
11.	Bauman Moscow State Technical University
12.	National Research University of Electronic Technology - MIET
13.	Moscow Institute of Physics and Technology (State University)
14.	Moscow State University of Civil Engineering
15.	Tomsk State University
16.	Tomsk Polytechnic University
17.	National Research University Higher School of Economics
18.	National Research University "Moscow Power Engineering Institute"
19.	National Research Nuclear University "MEPhi"(Moscow Engineering Physics

	Institute)
20.	Novosibirsk State Technical University, NSTU
21.	Perm National Research Politechnic University
22.	Russian Presidential Academy of National Economy and Public Administration (RANEPA)
23.	Russian State Library
24.	National Library of Russia
25.	Herzen State Pedagogical University of Russia
26.	Gubkin Russian State University of Oil and Gas (National Research University)
27.	Samara National Research University
28.	St Petersburg State University
29.	Saint Petersburg National Research Academic University of the Russian Academy of Sciences
30.	Saint-Petersburg National Research University of Information Technologies, Mechanics and Optics
31.	Peter the Great St. Petersburg Polytechnic University
32.	North Eastern Federal University
33.	Siberian Federal University (SibFU)
34.	Tyumen State University
35.	Ulyanovsk State University
36.	Ural Federal University
37.	Ufa State Aviation Technical University
38.	Federal Research Center "Krasnoyarsk Science Center" of the Siberian Branch of the Russian Academy of Sciences
39.	Federal Research Center The Southern Scientific Centre of the Russian Academy of Sciences
40.	Central Scientific Library of the Far Eastern Branch of Russian Academy of Sciences
41.	Central Scientific Library of the Urals Branch of the Russian Academy of Sciences
42.	Platov South-Russian State Polytechnic University (NPI)
43.	South Ural State University (National Research University)
44.	Southern Federal University

3. The total number of Authorized Institutions is not exceeding at any time the total number of Authorized Institutions that are listed in Schedule 3, i.e. 48 for the period from January 1<sup>st</sup> till June 30<sup>th</sup>, 2019 and 44 for the period July 1<sup>st</sup> till December 31<sup>st</sup>, 2019.

## **SCHEDULE 4: SUB-LICENCE AGREEMENT**

### **PUBLISHER ONLINE SUB-LICENCE AGREEMENT**

**Russian National Public Library for Science and Technology**, a body incorporated under the law of Russian Federation and whose principle place of business is 3<sup>rd</sup> Khoroshevskaya str. 17, Moscow, 123298, Russian Federation (THE LIBRARY)

OFFERS to you, the Institution, the permission to access and use the EBSCO DATABASE on the terms and conditions as set out in this Agreement. Upon completing and returning the enclosed Acceptance of Sub-Licence Form, your institution will become a non-exclusive Sub-Licensee of THE LIBRARY.

Acceptance shall be by delivery of a completed copy of the Acceptance of Sub-Licence Form attached hereto to THE LIBRARY.

Acceptance shall be acceptance of all terms of this Sub-Licence. In the event that no or partial compliance is made as to the manner or form described for acceptance, no sub-licence will be granted and this offer is deemed withdrawn.

#### **RECITALS**

**WHEREAS** Publisher Online and all Intellectual Property Rights therein are owned by or licensed to Publisher ("PUBLISHER");

**AND WHEREAS** THE LIBRARY is permitted to sub-licence the access and use of the EBSCO DATABASE to the Sub-Licensee in accordance with the terms of this Agreement.

#### **THE LIBRARY AND THE INSTITUTION AGREE AS FOLLOWS:**

For purposes of this Agreement,  
"EBSCO" is EBSCO Publishing, Inc.;

the "Licensee" is Russian National Public Library for Science and Technology, a body incorporated under the law of Russian Federation and whose principle place of business is 3<sup>rd</sup> Khoroshevskaya str. 17, Moscow, 123298, Russian Federation;

the "Sites" are the Internet websites offered or operated by Licensee from which Authorized Users can obtain access to EBSCO's Databases and Services;

and the "Authorized User(s)" are employees, students, registered patrons, walk-in patrons, or other persons affiliated with Licensee or otherwise permitted to use Licensee's facilities and authorized by Licensee to access Databases or Services. "Authorized User(s)" do not include alumni of the Licensee.

"Services" shall mean *EBSCOhost*, *EBSCOhost Integrated Search*, *EBSCO Discovery Service* EBSCO eBooks, Flipster and related products to which Licensee has purchased access or a subscription.

"Services" shall also include audio books and eBooks to which a Licensee has purchased access or a subscription and periodicals to which Licensee has purchased a subscription.

"Databases" shall mean the products made available by EBSCO. EBSCO disclaims any liability for the accuracy, completeness or functionality of any material contained herein, referred to, or linked to. Publication of the servicing information in this content does not imply approval of the manufacturers of the products covered. EBSCO assumes no responsibility for errors or omissions nor any liability for

damages from use of the information contained herein. Persons engaging in the procedures included herein do so entirely at their own risk.

## **I. AGREEMENT**

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